

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION SPECIFICATION NO. 03-134 ANNUAL REQUIREMENTS FOR SCANNING SERVICES FOR PUBLIC WORKS/UTILITIES

DATE: June 9, 2005

CONTRACT PERIOD: August 1, 2005 thru July 31, 2006

CONTRACTOR: Microfilm Imaging Systems, Inc.
2530 Harney St.
Omaha, NE 68131

**PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410**

Company Representative: Mark Baumann
Telephone No.: 402/346-7211
FAX No.: 402/346-6643
E-Mail Address: main@microfilmimaging.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**AS PER SPECIFICATIONS AND PROPOSAL OPENED MAY 21, 2003
AND PER ATTACHED CONTRACT DOCUMENTS**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

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EO#73364
Date: 6/3/05

CONTRACT DOCUMENTS

CITY OF LINCOLN

NEBRASKA

SCANNING SERVICES FOR PRIMARILY PUBLIC WORKS/UTILITIES
AS PER SPEC. 03-134
(ONE YEAR TERM)

(Microfilm Imaging Systems, Inc.)

CITY OF LINCOLN, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 25th day of June 2003, by and between Microfilm Imaging Systems, Inc. (MIS) 2530 Harney St., Omaha, Nebr. 68131 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For all labor, material and equipment necessary for Scanning Services primarily for Public Works & Utilities for one year term (from date of executed contract) as per Spec. 03-134
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Price per Drawer	\$109.00	sum of 26,596.00
Price All Books		\$5,200.00

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be One year from date of executed contract. Option to renew for two (2) additional one year periods. The contract may be terminated by either party by giving the other party written notice of such intent not less than 60 days prior to the effective date of the termination.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

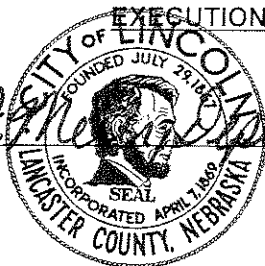
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. McSperry
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No. 68000
dated 8/1/03

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Microfilm Imaging Systems, Inc.
Name of Corporation

2530 Harney St. Omaha, NE 68131
(Address)

ATTEST:

Paul J. Baxter (SEAL)
Secretary

By: *Curtis J. Reiter*
Duly Authorized Official
PRESIDENT

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature